# BENGALURU ELECRICITY SUPPLY COMPANY LIMITED

## OFFICE OF
## The Chief Engineer (Electy), C,O&M,
## BRAZ, BESCOM, Rajajinagar IT park, KSSIDC Building,
## Bengaluru

**VOLUME-I**

**SECTION – ITB (INSTRUCTION TO BIDDERS)**

**Enq No: CEBRAZ/SEO/AEE-2/Enq No. ET 05/23-24 dtd 06-05-2023**

**Providing 81 numbers of temporary Security guard services (without gun) to the C, O&M, sub-divisions of Bangalore Rural circle and Kolar circle, BESCOM for a period of one year i.e from the date of 'Contract award' through an agency.**

**PREAMBLE:**

BESCOM is a distribution company covering Eight Districts of Karnataka having its Corporate Office at K.R Circle, Bangalore.

**SCOPE OF THE WORK**

The Chief Engineer Ele. BRAZ, BESCOM, Bengaluru on behalf of the Bangalore Electricity Supply Company Limited, invites tender through KPPP mode from eligible bidders for the works mentioned below under local competitive bidding.

**Period of Contract:** The contract period is **for one year** and extendable for further period based on satisfactory performance with a approval of Higher authority as per BESCOM norms.

**The requirement of security guards may increase or decrease upto 25%. If there is any variation in requirement, then for the same quantity, the contract order shall be issued**

**For Security Guards:**

a) The Agency participating in the Bid shall be responsible for providing 24 hours security services on all the 365 days of a year to the C,O&M stores, Sub-divisions, Division, circle office of BRC and Kolar circle Jurisdiction as mentioned in the annexure.
b) Prevention and apprehension of tress passers.
c) Providing security cover to the top officers of the company at the premises.

d) Prevention of thefts and pilferages and apprehension of any person attempting these acts and handing them over to concerned BESCOM officials.

e) Controlling entry and agrees of personnel of company visitors with appropriate documentation as will be laid down by the company from time to time.

f) Controlling incoming and outgoing materials, from each block of the buildings duly checking the relevant document.

g) Proper and upto date maintenance of fire-extinguishers (to be made available for use in case of emergency)

h) Provide escort for men, materials and cash as and when required as instructed.

i) Exercise extra vigil after working hours and during holidays of the premises.

j) Performing any other duties not prejudicial to the nature of duties they can be entrusted with by the company.

k) The security guard on duty should leave the place of working only after the reliever reports for duty.

**1.0** The Chief Engineer (Electy.,), C,O&M, BRAZ, BESCOM, Rajajinagar IT park, KSSIDC Building, Bengaluru on behalf of Bengaluru Electricity Supply Company Limited, invites tender in two parts (Techno Commercial Bid and Price Bid) through **Karnataka Public Procurement portal (kppp@karnataka.gov.in) for 81 numbers of temporary Security guard services (without gun) to the C, O&M, sub- divisions of Bangalore Rural circle and Kolar circle, BESCOM for a period of one year from the date of contract award through an agency**. Bids not covering the entire specified scope shall be treated as incomplete and rejected.

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| **1** | Enquiry No. | CEE/BRAZ/SEE(O)/AEE-2 /Enq No.ET 05/23-24 dtd 06-05-2023 |
| **2** | Tender processing fee | **Refer: Karnataka Public Procurement portal (kppp@karnataka.gov.in)** |
| **3** | Amount put to tender | **Rs. 2,21,87,061/-** |
| **4** | Earnest Money Deposit | **Rs. 3,32,806/-** |
| **5** | Due date for submission of Bids | **21-08-2023 upto 17:00 Hrs** |

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| **6** | Pre-bid meeting date | **27-07-2023 @ 11:00 hrs** |
| **7** | Last date for submission of queries to email ID cebraz.work@gmail.com | **01-08-2023 upto 17:00 hrs** |
| **8** | Last date for furnishing reply to the queries | **03-08-2023** |
| **9** | Tender System | Two Cover Tender |
| **10** | a) Date of opening of Techno-commercial bid<br>b) Date of opening of Price Bid | a) **24-08-2023 @ 11:00 hrs**<br>b) ***Will be opened in KPPP portal after completion of techno commercial evaluation. A separate intimation regarding date and time of opening of the price bid will be intimated through email*** |
| **11** | Name of the Work | Providing 81 numbers of temporary Security guard services **(without gun)** to the C, O&M, sub-divisions of Bangalore Rural circle and Kolar circle, BESCOM for a period of one year i.e from the date of 'Contract award' through an agency. |
| **12** | General Terms and Conditions | Enclosed |
| **13** | Price Bid | **The bidder shall quote the total amount per security guard per month (inclusive of GST) and it should not be less than the amount put to tender.**<br>**NOTE: Breakup prices shall be clearly mentioned in financial status criteria in portal** |

## 2.0 Issue of Tender documents.

Bidders can download the tender documents through KPPP portal from **19-07-2023** (Free of cost) till **21-08-2023** and techno commercial bid will be opened on **24-08-2023 @ 11:00 Hrs**

## 3.0 Submission of tender documents

All the Tender Documents shall be submitted through KPPP Portal only on or before Last date of bid submission as mentioned in KPPP Portal.

The technical bids will be opened on **24-08-2023 @ 11:00 Hrs** mentioned in the KPPP Portal. Date of opening of Price Bids will be intimated later.

## 4.0 PRICES

The Rates shall be firm and no variation is allowed. Any increase in the minimum wages, taxes, statutory payments etc., will be borne by BESCOM and in case of decrease in taxes and statutory payments the difference shall be passed on to BESCOM by the Agency. The CEE, BRAZ reserves the right to issue Amendments for such variations.

The Rates for Providing Security Services shall be quoted as per the "Minimum Wages" fixed in the latest Govt. Notification.

**a)** BESCOM reserves the right to accept/reject any/all Tender Tenders, without assigning any reason.

**b)** The quotation shall be valid for **180 days** from the date of opening of the tenders.

**c)** If the date of opening of Tender happens to be a Holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.

## 5.0 QUALIFYING REQUIREMENTS

**A)** TECHNICAL CRITERIA

| Technical Criteria: | Documents shall be uploaded |
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| **1.** The bidder/agency shall be a partnership firm registered under Partnership Act/ company registered under Companies Act 1956. | **In case of partnership firm**: A certificate issued by the registrar of firms as per the Partnership Act. 1932, partnership deed and valid general power of attorney.<br><br>**In case of company**: A certificate issued by the registrar of companies as per the companies Act 1956 / 2013.<br>Board resolution copy, Memorandum of Article of Association and valid general power of attorney. |
| **2.** The agency should be registered with the Police authorities and should furnish the valid license issued by the concerned as per 'The Karnataka Private Security Agencies Rules, 2008' issued in accordance with the private | Valid License issued by the concerned as per 'The Karnataka Private Security Agencies Rules, 2008' |

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| Security Agencies (Regulation ) Act 2005 for the work of providing security services | |
| **3.** a) The bidder/agency should have a valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C' **Nature of business should be Manpower supply.** b) The bidder/agency's registered office should be in Bengaluru. | a)'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C'. Nature of business should be Manpower supply. b) Registered office address proof shall be uploaded in their letter head |
| **4.** The bidder/agency should have provided **65 Nos** (80% of 81 Nos) of security guards service **in a single contract/ work order** to any Govt electrical utilities /any Boards, corporations, universities/ PSUs / any other Govt utilities for a minimum **continuous period of 06 months** during **any one year** in the preceding three years i.e FY 2020-21, 2021-22 & 2022-23 as on the last date of bid submission. | The Work Award/contract award/ work entrustment order copies duly mentioning the No. of security guards provided and "Work Satisfactory Performance Certificate" duly signed by the Organization **not below the rank of the Executive Engineer/ equivalent cader.** |
| **5.** The bidder should have provided security guards amounting to Rs. 111 lakh (50% of amount put to tender) **in a single contract order in any one year** to any Govt electrical utilities /any Boards, corporations, universities/ PSUs / any other Govt utilities in the preceding three years i.e FY 2020-21, 2021-22 & 2022-23 as on the last date of bid submission. | The work Award/ Order/DWA copies duly mentioning the awarded amount and "Work Satisfactory Performance Certificate" duly signed by the Organization **not below the rank of the Executive Engineer/ equivalent cader.** |
| **6.** The bidder / agency shall processes the following registration certificates in the name of the firm/ company. ESI registration EPF registration PAN card copy GST registration | Original scanned copies of EPF/ESI/PAN/GST Registration certificates **in the name of the bidder.** |
| **7.** The Bidder/agency should not have been black listed by any entity. | Self-declaration in their letter head |
| **8.** The Bidder/agency should not have defaulted in providing manpower services | Self-declaration in their letter head |

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| and remittance of EPF, ESI, GST etc., and other statutory deductions as per the Labour norms. | |
| **9.** Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. | Registration certificate issued by the competent authority |
| **10.** A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format:<br>"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)" | Self-declaration Certificate in the said format in their letter head . |
| **11.** The bidder should have valid ISO 45001:2018 certificate as on date of the tender | Valid ISO 45001:2018 certificate should be uploaded |
| **Financial Criteria:** | **Documents to be uploaded** |
| **12.** The Average annual financial turnover **shall be twice the amount put to tender i.e Rs. 444 lakh** in **any two** previous financial years in the preceding 05 financial years i.e., 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 | The annual turnover certificate issued by the Chartered Accountant / Statutory Auditor<br><br>Balance sheet and P & L statement of the respective years duly certified by the Chartered Accountant / Statutory Auditor |
| **13.** The liquid assets as on the date of tender before submission of the bid (cash at bank + term deposits + availability of fund based credit facility in any Nationalized / Scheduled commercial bank) **shall not be less than 25% of the amount put to tender (Rs. 56 lakh)** duly supported by the bank statement shall be uploaded.<br><br>Availability of fund based credit facility shall be supported by a certificate issued by any scheduled commercial bank duly indicating the sanctioned amount, amount utilized and | The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by a Bank.<br><br>The availability of fund based credit facility shall be supported by a certificate issued by the Nationalized / Scheduled commercial Bank with whom the bidder has the banking facility .<br><br>Bank statement shall be uploaded |

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| balance available. | |

## General Conditions:

1. **Police verification report of proposed employees to be deployed should be furnished by the agency before deploying the employees at the concerned office, otherwise liable for rejection.**
2. The bidder shall upload all the necessary documentary proof in support of the Qualifying Requirements in the KPPP portal. Non-submission of the proof of documents shall lead to disqualification.
3. The amount put to tender is inclusive of Minimum wages+VDA+EPF+ESI+ service charges +GST
4. **The service charges quoted by the agency shall include Uniform, washing allowance, shoes, muflar, swetter, stick, torch, whistle and other safety equipments.**
5. **The bidder shall quote the total amount per security guard per month (inclusive of GST) and it should not be less than the amount put to tender. If bidder quotes less than the amount put to tender, shall be disqualified**
6. In case of more than one bidder happens to be L-1, selection will be done on the basis of **Average Highest total TURNOVER** of the agency in last 3 years i.e., during 2020-21, 2021-22 & 2022-23
7. **The bidders should upload the relevent documents only once and avoid uploading of same documents multiple times and unwanted documents.**

### 5.1 Minimum Qualification and knowledge required for Security Guards

a. The Security Guard's minimum education standard should be **7th standard** pass or equivalent

b. The Security Personnel provided shall be able bodied, physically fit, well trained and disciplined.

c. Should be aged between 21 to 45 years.

d. Knowledge of Kannada is a must. Preference will be given to those who is able to read and write Kannada.

The Bidder shall upload all the necessary documentary proof in support of the qualifying requirements in the KPPP portal. Non-submission of the proof leads to disqualification.

**5.2** The firm shall submit the names of the individual personnel deployed, their qualification, their age and their knowledge in Kannada as mentioned in the tender document. In case there is a change in the person deployed then approval

shall be taken in writing from the jurisdictional officer and the substitute will also be equally qualified.

Even though the bidders meet the above qualifying criteria, as per their statements
they are subject to be disqualified apart from forfeiting Bank guarantee, due to the
following reason:

- ◊ Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,
- ◊ If not uploaded the details of payments receipts towards payment of EPF, ESI and GST.
- ◊ After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agency award will be cancelled without any notice, apart from initiating legal action at any point of time.
- ◊ If the staff deployed by the agency disobey the instructions of the concerned officer.
- ◊ BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
- ◊ The tender not submitted through KPPP portal is liable for rejection.
- ◊ The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- ◊ The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- ◊ If the Agency assigns or sub-lets the obligations under the agreement, the contract awarded shall automatically stand cancelled. **No sub-contract is allowed**
- ◊ In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.

**6.0 Supervision:-**

Agency shall take the responsibility of inspecting their security staff on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the Security guards provided.

**7.0 Replacement**

Agency shall provide continuous service of security staff by making stand by / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous security staff at the designated locations.

The Agency shall make arrangement to provide weekly holidays and other holidays to security guards posted on duty by making alternate arrangements.

**8.0 Remunerations:-**

Agency shall be responsible for the payment of salaries and other benefits, including ESI, EPF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the staff's/Personnel under any circumstances.

**9.0 Mode of payment:-**

**a)** Payment will be arranged at **Zonal office BRAZ**, BESCOM.

**b)** Agency shall submit the bill in duplicate to Zonal office **within 8th** of the succeeding month along with the attendance extract prepared by agency.

**c)** The concerned **AEE of sub division** shall certify in the bills for the deputed no. of security guards have attended regularly and worked satisfactorily.

**d)** The bill shall be certified from the concerned Zonal office AEE(Ele) and SEE(Ele), duly countersigned by the concerned Zonal office Chief Engineer (Ele), C,O&M BRAZ, BESCOM.

**e)** 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries **before 15th of the succeeding** month.

**f)** Before issuing the cheque to the agency, BESCOM should ensure that the agency shall produce bank statement of Staff, as proof for having paid the **previous month salary and EPF/ESI** to the employees of the said contract order.

**g)** The payment shall be restricted to the number of security guard service availed during that particular month as certified by the AEE of the sub-divisions in the bills. Further, payment shall be made to its employees

through **Bank account only.** Any default in compliance, the agency shall be held responsible.

**h)** **The Accounts Officer of O&M Zone and AO(I/A), BRAZ** are to ensure the payments are made as per Minimum Wages and also EPF/ESI/Other Taxes to security guards are paid as per award.

**i)** The agency shall pay EPF, ESI, GST of its employees directly to the respective State Government/Central Government authorities as per rules for the list of security guards furnished by the contract agency. The concerned paid challans of the preceding month OR invoice raised in GST portal of concerned security guards only with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the agency. **Remittance of such amount is wholly the responsibility of the agency.**

**10 Dispute:**

**11** In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to **the Chief Engineer, (Ele.,) C,O&M, BRAZ, BESCOM, Rajajinagar IT park, KSSIDC Building, Bengaluru** whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate Courts in Bengaluru city and in case of any dispute between the contract and the engaged security guards, BESCOM will not be a party and this has to be settled by the contract himself at his own cost.

**12** **Risk and Cost Service**: In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCOM shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the BESCOM option. However, before such cancellation, the BESCOM shall give four week’s notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to BESCOM satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the Work contract in part or whole. BESCOM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work

contract to the extent not terminated under the provisions of this clause. If in the opinion of BESCOM, the service provider shall not be able to correct the fault even after notice, and the BESCOM may terminate the Work contract at the risk and cost of the service provider.

**13 Two cover Tender**

Tender should be in **two** parts namely **Part-I: Techno commercial** Bid containing full technical particulars and commercial terms and conditions.

**Part-II: Price Bid** containing prices.

**14 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:**

**a)** The bid must clearly indicate the name of the bidder, and the type of **services to be provided.**

**b)** The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of **Electronic/Scanned** copies in the KPPP Portal only by the participating Bidders.

**15 Part II: PRICE PROPOSALS:**

**The bidder shall quote the total amount per security guard per month (inclusive of GST) and it should not be less than the amount put to tender in KPPP portal**.

**16 COST OF BIDDING**

The Bidder shall bear all costs and expenses associated with preparation and submission of the bids.

**17 THE BIDDING DOCUMENTS**

**CONTENTS OF BIDDING DOCUMENT**

The Bidding Document is a compilation of the following Sections:

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| Bid Documents | Bid Documents in the following format will be available in the web site. |
| | **Volume-I** |
| | **Section-ITB**-Instructions to Bidders |
| | **Section-GCC**-General Terms and Conditions of Contract |
| | **Volume-II** |
| | Section-a)Techno-commercial sheets<br>b) Price Schedule |

**18 UNDERSTANDING OF BID DOCUMENTS**

**19** A prospective bidder is expected to examine all instructions, forms, terms and conditions in the bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to upload all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

**20 CLARIFICATIONS ON BID DOCUMENTS**

Any clarifications/ queries regarding PQR or bid documents may please be sent through email ID cebraz.work@gmail.com within the specified time.

**21 AMENDMENT TO BIDDING DOCUMENT**

21.1 At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment.

21.2 The amendment will be notified in KPPP portal to all prospective Bidders. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.

21.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids as deemed fit.

21.4 Such amendments, clarifications, etc, shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

**22 LANGUAGE OF BID**

The bid prepared by the Bidder and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the **English language**, provided that any printed literature uploaded by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may

disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

**23 DOCUMENTS COMPRISING THE BID**

23.1 The Bidder shall complete the bid form inclusive of price schedules, technical data requirements etc. furnished in the bidding documents, indicating for the services to be rendered, a brief description of services and prices shall **upload in respective KPPP portal**.

23.2 The bidder shall also upload documentary evidence to establish that the bidder meets the qualification requirements as detailed above and accompanying General Conditions of Contract if any.

**24 EARNEST MONEY DEPOSIT (BID GUARANTEE)**

24.1 The bidders shall pay an EMD of **Rs. 3,32,806/-** through any of the e-payment modes mentioned in the KPPP Portal.

24.2 The bid guarantee (EMD) shall be forfeited:

a. If a bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the bid form.

b. In case of a successful bidder, if the bidder fails to sign the contract OR fails for furnishing the agreement within the prescribed date.

c. In case of a successful bidder, if the bidder fails to furnish the security deposit.

**25** E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The bidder/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPPP portal using any of the following payment modes:

Credit Card

Direct Debit

National Electronic Fund Transfer (NEFT)

NOTE: In KPPP Portal contractor has the option of withdrawing the bid by digitally signing to withdraw/cancel bid **before the bid** submission time /date.

- Earnest Money Deposit paid by the unsuccessful bidders will be returned as soon as possible after the tender has been finalised.
- Earnest Money Deposit of the successful bidder will be refunded after fulfilment of the security deposit Clause.

- The deposit towards EMD shall not carry any interest.
- **Permanent EMD will not be considered**.

## 26. PERIOD OF VALIDITY OF BIDS

26.1 Bids shall remain valid for **180 Days** from the last date of submission. A bid valid for a shorter period will be rejected as non-responsive.

26.2 In exceptional circumstances, owner may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

## 27. FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

## 28. DEADLINE FOR SUBMISSION OF BIDS

Bids must be uploaded in the KPPP portal on or before **21-08-2023**

Owner may, at its discretion, extend this deadline for the submission of bids by amending the bidding document.

## 29. MODIFICATION AND WITHDRAWAL OF BIDS

- The bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by owner prior to the deadline prescribed for submission of bids.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the bidder's forfeiture of its bid security.

## 30. OPENING OF BIDS

- CEE, BRAZ will open the bids submitted through KPPP portal or in case any extension has been given thereto, on the extended bid opening date and time notified to all the bidders.
- Price bids of technically responsive bidders will be opened in KPPP portal after completion of techno-commercial evaluation. Separate intimation regarding date of opening of price bid will be intimated.

## 31. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## 32 PRELIMINARY EXAMINATION

- CEE, BRAZ will examine the bids to determine whether they are complete, whether any computational errors have been made, whether all the necessary documents have been properly uploaded and whether the bids are generally in order.
- CEE, BRAZ may waive any minor informality or non-conformity or irregularity in a bid which does not constitute deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

## 33 The techno – commercial evaluation:

For purpose of these clauses, a substantially responsive bid is one, which confirm basically to all the terms and conditions of the Bidding Documents.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Qualifying Requirements.

b) Acceptance for payment terms & confirming to all terms and other commercial conditions.

c) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.

## 34. COMPARISON OF PRICE BIDS

The Chief Engineer, (Ele.,) C,O&M, BRAZ, BESCOM, Rajajinagar IT Park, KSSIDC Building, Bengaluru will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be on the basis of total cost for the services, which shall include the GST and also any discounts offered by the Bidder.

The evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this

comparison, **the lowest bid will be selected for the award of the Contract.**

## 35. CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contacts as may be necessary. bidders will not be permitted to change the substance of the bids after the bids have been opened.

## 36. NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically responsive.

## 37. _ISSUE OF CONTRACT AWARD:

The Chief Engineer, BRAZ will place the LOI and contract award on the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

## 38. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for owner’s action.

**39. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:**

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

**40. NOTIFICATION OF AWARD:**

Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful bidder by registered post that its bid has been accepted.

**41. Contract Award**

Contract award will be issued by the Chief Engineer (Elec), BRAZ, BESCOM. What ever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the contract award and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the LOI and contract award if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

**42. PENALTY**:

**a**. A penalty at the rate of **½% per week subject to a maximum of 10% of the remuneration** payable for shortage of security guards will be deducted from the amount to be paid to the agency only when the concerned AEE of sub-division certifies the shortage of security guard in the bill.

**b.** If the agency fails to make payment to the deployed staff within 8$^{th}$ of the succeeding month, penalty will be levied at the rate of **Rs. 500/- per security guards per day up to 15$^{th}$ and still exceeds shall be treated as breach of contract, accordingly contract will be terminated**.

**c.** The payment shall be calculated as per the actual no. of days attended by the each security guard and no. of days absent in a month.

**43. Termination of Contract**:

The contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the security deposit paid by the bidder will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&EPF amount of its employees to the concerned authority.
e. If the agency fails to make payment to security guard within the time specified above under clause 11.0
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

For any enquiries/held with respect to the tender floated in the Karnataka Public Procurement portal the details are as follows:

**Supports Timings: (9.00 am to 9.00 pm) Help Desk: 080-68948777, 080 46010000 Or E-mail: support@eprochelpdesk.com**

**Chief Engineer (Ele),**
**BRAZ, BESCOM.**